

Exhibit D**BEST AVAILABLE COPY**EPOXY COMMUNICATIONS, INC.**CONFLICT OF INTEREST GUIDELINES**

It is the policy of Epoxy Communications, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations which must be avoided. Any exceptions must be reported to the President and written approval for continuation must be obtained.

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Confidential Information, Invention Assignment and terms of Employment Agreement elaborates on this principle and is a binding agreement.)
2. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed or constitute undue influence or otherwise be improper or embarrassing to the Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
7. Borrowing from or lending to employees, customers or suppliers.
8. Acquiring real estate of interest to the Company.
9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
10. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
11. Making any unlawful agreement with distributors with respect to prices.

12. Improperly using or authorizing the use of any inventions which are the subject of patent claims of any other person or entity.

13. Engaging in any conduct which is not in the best interest of the Company.

Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This Intellectual Property Purchase Agreement ("Agreement"), effective as of January 15, 2003, is made by and between Epogy Communications, Inc. ("Epogy") having a place of business at 1271 Oakmead Parkway Sunnyvale, CA 94085, and J. Nicholas Gross ("Purchaser"), an individual having a mailing address of 3883 18th Street, San Francisco, California 94114.

RECITALS

- A. Whereas Epogy intends to cease business and wind down operations immediately as a result of a lack of continued funding from investors and shareholders;
- B. Epogy has certain financial obligations associated with closing its business for which it desires to secure sufficient monies to help pay off such obligations;
- C. Epogy owns certain intellectual property assets, including patents, applications, inventions and other know-how detailed below;
- D. The intellectual property of Epogy, with very limited exceptions, is primarily in an unrealized, unactualized state requiring a significant additional investment of legal fees and filing costs to develop into protectable form;
- E. Epogy's investors, including its shareholders, have been consulted and are unwilling to invest additional fees and costs to sustain, preserve or actualize the value of the intellectual property assets;
- F. Epogy's Board of Directors, shareholders and officers believe it is in the best interests of Epogy to dispose of certain assets owned by Epogy, including intellectual property and other assets to secure monies sufficient to pay off any remaining obligations;
- G. Epogy has attempted to procure a purchaser of the intellectual property assets over the course of the past year but has been unsuccessful to date;
- H. Time is of the essence because Epogy must cease operations immediately, and accordingly Epogy has determined that the nature of the assets to be sold is such that an undue delay associated with conducting an extensive marketing of the assets will diminish the value of such assets, and/or be impractical;

THEREFORE, the parties agree:

1) **Definitions.** As used in this Agreement

- (a) "Assets" means all of Epogy's right, title, and interest in any Assignment Agreements, Patent Files, Patents, Intellectual Property and Supporting Documentation.

- (b) "Assignment Agreements" means any agreements assigning ownership of patents, patent applications and/or other intellectual property from inventors and prior owners to EPOGY, including employment agreements, assignment agreements, purchase agreements, etc.
- (b) "Patent Files" means the prosecution histories of the Patents in the United States or foreign patent offices, and any other documents in EPOGY's possession or control that are directly related to prosecution and/or enforcement efforts by EPOGY of the Patents, including but not limited to invention disclosures; drafts of applications for the Patents; prior art; technical, legal and/or expert analyses of any of claims of the Patents; inventor communications pertaining to the Patents; and any third party documents or correspondence relating to claim analyses or prior art to the Patents.
- (c) "Patents" means the United States patents and patent applications owned by Epogy and listed on Exhibit A, attached hereto and made a part hereof, and all extensions, renewals, divisions, continuations, reissues, reexaminations, continuations-in-part and foreign counterparts thereof.
- (d) "Intellectual Property" means all rights of an individual or entity in, to, or arising out of: (i) any U.S., international or foreign patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world; (iv) moral rights; (v) domain names and domain name registrations; (vi) trademarks and trademark registrations; and (vii) any other proprietary rights anywhere in the world similar to those described in this definition.
- (e) "Supporting Documentation" means any materials, in electronic form or otherwise, which relate to any Intellectual Property owned by Epogy, including for example: inventor notebooks, inventor writings/drawings, technical materials, prototypes, and all other technical and organizational documentation associated with Epogy's efforts in designing a wireless LAN ASIC including but not limited to designs, drawings, charts, manuals, material lists, blueprints, formulae, reproductions, written and printed instructions, descriptions, reports, material and equipment specifications, pictures and diagrams, computer print outs, magnetic tapes or disks or similar storage devices as implemented by Epogy.

- 2) Assignment of the Patents. Upon full payment required by paragraph 6(a), EPOGY will execute the assignment of Exhibit B.
- 3) Transfer of the assets. Upon full payment required by paragraph 6(a), EPOGY hereby transfers and assigns to Purchaser (or to any designee of Purchaser) the Assets, including all of the Assignment Agreements, Patent Files, Patents, Intellectual Property and Supporting Documentation.

- 4) Deliveries. Within ten (10) days or such reasonable time as may be required after payment of the purchase price for the Patents, EPOGY will deliver to Purchaser in accordance with Purchaser's instructions, and Purchaser will notify EPOGY in writing, of receipt and acceptance of:
 - (a) The Patent Files (including the last known addresses, and if available, telephone and other contact details for the inventors of the Patents); and
 - (b) The Intellectual Property (including any hard copies and/or electronic versions of invention disclosures, patent applications, drafts of potential patent applications, etc.)
 - (c) Assignment Agreements (including any original signature materials);
 - (d) The Supporting Documentation (as noted above)
- 5) EPOGY Cooperation. After the assignment of paragraph 2, and conditioned upon payment of the purchase price for the Patents, EPOGY will provide reasonable assistance to Purchaser in:
 - (a) Authorizing any inventors to discuss with Purchaser and its representatives all matters reasonably related to and/or concerning the Patents and Intellectual Property (without regard to any obligations of confidentiality or otherwise that may be owed to EPOGY);
 - (b) Providing copies to Purchaser of additional files and documents that are relevant to the US issued versions of the Patents and in EPOGY's possession and control within 30 days (including without limitation those relating to conception, reduction to practice, practice, diligence, enforcement, validity, enforceability and interpretation);
 - (c) Providing letters of instruction and revocations of Powers of Attorney with respect to prosecution counsel for the Patents, and consents to permit such counsel to continue to represent Purchaser (and its successors) in connection with such Patents;
 - (d) Executing and delivering additional documents which are reasonably required in order to effectuate the assignment accomplished by this Agreement, including without limitation, promptly signing the assignment of Exhibit B and such further documents as may be reasonably necessary with respect to the laws of the U.S. or any other jurisdiction; and

6) Payment

- (a) In full consideration of the Assets and assignments of paragraphs 2 and 3, Purchaser will pay to EPOGY the sum of [REDACTED]. [REDACTED] of the forgoing sum shall be before execution of the present Agreement by a check delivered to EPOGY and the balance shall be due and payable upon execution by EPOGY of this Agreement and the Assignment documents of Exhibit B. No other sums or royalties shall be due from Purchaser to EPOGY or any other as a result of this Agreement,

the Assets, the assignments of the Patents, or the conveyance hereunder. Furthermore, in no event shall Purchaser have any liability for any payment of any amounts that may be due to third parties pursuant to any agreement between EPOGY and any third parties as a result of the present Agreement and/or EPOGY's transfer of the Patents.

- (b) Payment is due in the United States in United States Dollars.
- (c) The payment of paragraph 6(a) is exclusive of any and all value added, withholding, excise and other similar taxes, which are the responsibility of Purchaser.

7) Warranties. Subject to paragraph 8, EPOGY represents and warrants to Purchaser that:

- (a) It owns the entire right, title and interest to the Assets, free and clear of any liens or encumbrances.
- (b) The Patents shall be assigned and transferred free of any claims, liens and encumbrances.
- (c) It possesses the right and power to enter into this Agreement and grant the rights granted herein.
- (d) No licenses or covenants not to sue have been or will be granted by EPOGY under the Patents and, to the best of EPOGY's Knowledge, there are no grants of rights under the Patents (including grants to former owners and inventors).
- (e) All Patent Files, Assignment Agreements, Intellectual Property, and Supporting Documentation have been or will be delivered to Purchaser.
- (f) The names and addresses of inventors provided to Purchaser are true and correct, to the best of EPOGY's Knowledge.
- (g) The person(s) signing on behalf of EPOGY have all requisite authority, approval and consent - including from the Board of Directors and any relevant shareholders - to enter this Agreement and the Assignments involved, and to bind EPOGY to the terms involved.

8) Limitations on Warranties.

- (a) EPOGY makes no warranties as to the validity or enforceability of any of the Patents.
- (b) EPOGY makes no warranties that the practice of any of the Patents does not infringe any third party patents.
- (c) Except as set forth in paragraph 7, EPOGY makes no warranties whatsoever, including without limitation warranties of merchantability or fitness for a particular purpose.

9) Limits on Remedies.

- (a) EPOGY's liability for any breach of warranty or under any other theory of liability asserted by Purchaser under this agreement shall be limited to a refund of a pro-rata portion of the consideration paid under paragraph 6(a). Under no circumstances shall EPOGY's liability to Purchaser under this section 10(a) exceed, in the aggregate, the amount EPOGY receives under paragraph 6(a).
- (b) Any remedy for a breach of warranty or under any other theory of liability arising from this agreement will be unavailable to Purchaser unless Purchaser notifies EPOGY of the breach of warranty or the claim of liability, in writing within three months of the discovery of such breach of warranty or the basis for such liability; provided, however, that the foregoing shall not have the effect of extending any applicable statute of limitations.

11) Limitation of Liability and Agreement to Indemnify

Under no circumstances shall EPOGY be liable for any consequential, special, indirect, punitive, or incidental damages arising under or in connection with this Agreement or Purchaser's ownership or use of the Patents.

- 12) Limitation of Rights Granted. No rights are granted by EPOGY to Purchaser except as expressly set forth herein.
- 13) Assignability, Successors and Assigns. Purchaser contemplates the Patents will be assigned to a successor. This Agreement shall inure to the benefit of and be binding on the parties and their successors and assigns.
- 14) Governing Laws. The validity and interpretation of this Agreement and the rights and duties of the parties shall be governed by the laws of the State of California, without regard to conflicts of laws principles. The state and federal courts of California shall have exclusive jurisdiction to hear any lawsuit between the parties.
- 15) Confidentiality. EPOGY and Purchaser agree to keep in confidence and not to disclose to any third party the terms and conditions of this Agreement, except to the extent required by statute or regulation or order of a court of competent jurisdiction or as may be required to obtain the bankruptcy court's approval of this Agreement.
- 16) Counterparts. This Agreement may be executed in duplicates and counterparts, which, taken together, will be deemed and serve as an original. In addition, the parties agree that their authorized representatives may bind them to the terms of this Agreement with signatures exchanged by fax, provided that original signature pages will be substituted for those fax signatures as promptly as reasonably possible, and that each party intends to retain one fully executed original of this Agreement, and each of those duplicate "wet" signature originals will be deemed to be an original of this Agreement.

17) Notifications

(a) Any notice from Purchaser to EPOGY regarding this agreement is to be in writing and directed to:

Homer Chang
President & CEO
1271 Oakmead Parkway
Sunnyvale, CA 94085

(b) Any notice from EPOGY to Purchaser regarding this agreement is to be in writing and directed to:

J. Nicholas Gross
3883 18th Street
San Francisco, CA 94114

18) Entire Agreement. This is the entire agreement between the parties as to the subject matter of this Agreement. There are no other agreements or understandings, written or oral, express or implied. This Agreement may be modified only by an instrument in writing signed by both parties.

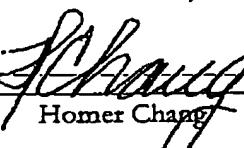
19) EXPLANATION OF TERMS. EPOGY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, AND THAT THEY ARE REASONABLY CLEAR.

20) ADVICE OF COUNSEL. EPOGY ACKNOWLEDGES THAT, PRIOR TO EXECUTING THIS AGREEMENT IT WAS INFORMED OF ITS RIGHTS TO SEEK ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF THE SAME.

21) Construction of Agreement. This agreement shall not be construed against any party by reason of the drafting or preparation hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered in the United States by their duly authorized representatives.

Epoxy Communications, Inc.

By: 
Name: Homer Chang

Title: President & CEO

Purchaser

By: 
Name: John Nicholas Gross
Attorney At Law

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EXHIBIT B D

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, J. Nicholas Gross having offices at 726 Duboce Avenue, San Francisco, CA 94117, ("Assignor"), does hereby sell, assign, transfer and convey unto Bellow Bellows LLC, a Delaware limited liability company, having an office at 171 Main Street, #271, Los Altos, California 94022 ("Assignee") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
10/821,143	U.S.A.	April 7, 2004	Multi-Antenna Wireless Data Processing System; Shaolin Li
10/821,038	U.S.A.	April 7, 2004	Method of Operating Multi-Antenna Wireless Data Processing System; Shaolin Li
10/820,962	U.S.A.	April 7, 2004	System and Method for Achieving Timing Compatibility with Multi-Antenna Wireless Data Protocols; Shaolin Li
10/820,963	U.S.A.	April 7, 2004	Monitoring System Using Multi-Antenna Transceivers; Shaolin Li
10/820,961	U.S.A.	April 7, 2004	Single Chip Multi-Antenna Wireless Data Processor; Shaolin Li

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) to the best of its knowledge, it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority

Document Id: Gross-EpoxyPPA5-13-04 - final agreement

I certify that this
is a true copy of
the original

Michelle L Evans 3 pg's



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to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at San Francisco, CA
on May 18, 2004.

ASSIGNOR

By: John Nicholas Goss

Name: John Nicholas Goss

Title: Owner

(Signature **MUST** be notarized)

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

ss.

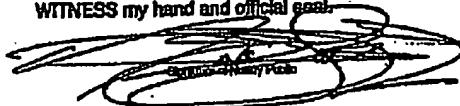
On May 18th 2004 before me, Aaron Craig Jackson-Sander, Notary Public,
 Notary Public in the State of California, whose true name and title of office (if any), Notary Public,
 personally appeared John Nicholas Gross

(Name and Title of Signer)

personally known to me
 proved to me on the basis of satisfactory
 evidence

to be the person(s) whose name(s) is/are
 subscribed to the within instrument and
 acknowledged to me that he/she/they executed
 the same in his/her/their authorized
 capacity(ies), and that by his/her/their
 signature(s) on the instrument the person(s), or
 the entity upon behalf of which the person(s)
 acted, executed the instrument.

WITNESS my hand and official seal:



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent
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Description of Attached Document

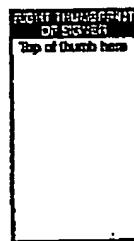
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Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____



Individual
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 Partner — Limited General
 Attorney-In-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer is Representing: _____

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